

## **AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK**

THIS AGREEMENT is entered into this 1st day of July, 2023, by and between the City of Forest Grove, Oregon, (hereinafter the “Agency” or “City”), acting by and through the Public Arts Commission (hereinafter the “PAC”) with offices at 1924 Council Street, Forest Grove, OR 97116, and ARTIST NAME (hereinafter the “Artist”) with office at ARTIST’S ADDRESS.

WHEREAS, authority lies with the Agency to make payments for the acquisition, design, execution, fabrication, transportation and/or installation of artwork in public places; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the Agency to design, execute, fabricate and/or install the Artwork, as described in Exhibit 1, on a plinth located in public space at the Rotary Garden on Laurel Street (between 19th Avenue and Pacific Avenue), Forest Grove, Oregon (hereinafter the “Site”); and

WHEREAS, the Artist and Agency wish to undertake the obligation expressed herein;

NOW, THEREFORE, in consideration of the above stated premises and subject to the conditions hereafter set forth, the parties agree as follows:

### **Article 1: Scope of Services**

#### **1.1 Artist’s Obligations**

- a. The Artist shall perform all services as necessary for the Artwork as described in detail in Exhibit 1 “Description of the Artwork”.
- b. Services shall be performed in a professional manner in compliance with all terms and conditions in this Agreement.
- c. The Artist shall prepare the design concept described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork.
- d. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist’s expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- e. The Artist shall arrange for the transportation and installation of the Artwork in consultation with the Agency and the PAC. If the Artist does not install the Artwork himself or herself, the Artist shall supervise and approve the installation.
- f. The Artist shall complete the Permanent Record Form, Exhibit 3, which details routine care and upkeep for the Artwork.

- g. The Artist shall provide photographic documentation of the Artwork in the format specified by the PAC.
- h. The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

## 1.2 Agency's Obligations

- a. The Agency shall compensate the artist the sum of XXXXX dollars (\$XXXXX) for the artwork with payments as described in Exhibit 2.
- b. The Agency shall perform all obligations in strict compliance with all terms and conditions in the Agreement.
- c. The Agency shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, related to the Site and/or Artwork, which is needed by the Artist in order to complete his work.
- d. The Artist and the Agency shall work together to prepare the site for installation. Assistance provided by the Agency for site shall include irrigation line movement, excavation, ground preparation, and installation of the foundation for the art work in accordance with the design specifications detailed in the approved design concept in Section 1.3 of this Agreement.
- e. The Agency shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: © (ARTIST'S NAME, 2023).

## 1.3 Design

- a. Concept/Schematic
  - i. The Artist submitted a design concept/schematic (the "Design") that will be approved by the Agency. The Description of the Artwork shall be attached to this agreement as Exhibit 1 and Exhibit 3 respectively.
- b. Approval
  - i. Within 10 days after the execution of this agreement, the Agency shall notify the Artist if it requires any revisions to the Design in order to comply with any applicable laws, ordinances and/or regulations.

## 1.4 Schedule

- a. The Artist will notify the Agency of schedule for Artwork delivery pursuant to Exhibit 2. If delivery is delayed, the Artist will promptly inform the Agency.

## 1.5 Fabrication Stage

- a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Agency.

- b. The Artist shall notify the Agency in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- c. The Agency shall inspect the Artwork within 10 days after receiving notification, prior to installation, to determine that the Artwork conforms to the Design and to give final approval of the Artwork. The Agency shall not unreasonably withhold final approval of the fabricated Artwork.

#### 1.6 Changes in Design

- a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the Agency for further review and approval.
- b. If the Agency approves the changes, the Agency shall promptly notify the Artist in writing.
- c. If the Agency disapproves of the changes, the Agency shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

#### 1.7 Installation/Acceptance

- a. Upon the Agency's final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4. Transportation fees shall be paid by the Artist.
- b. The Artist will coordinate closely with the Agency to ascertain that the Site is prepared to receive the Artwork.
- c. The Artist shall install the artwork or be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Agency for purposed of Article 4 and Article 6 of the Agreement.
- e. Within 10 days after installation of the Artwork, the Artist shall furnish the Agency with the following digital images of the Artwork as installed:
  - i) At least three professional quality JPEG files, of the Artwork provided to the Agency on a CD. Images should represent the Artwork from various perspectives, and include the work in its context and in detail, and be accompanied by labels with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Agency with a full written narrative description of the Artwork.
- f. Upon installation of the Artwork, the Artist shall provide the Agency with written instructions for the appropriate maintenance and preservation of the Artwork (Permanent Record Forms, Exhibit 3).

## Article 2 Related to Payment of Laborers and Taxes

### Artist shall:

- a. Make payment promptly, as due, to all persons supplying to the Artist labor and material for the prosecution of the work provided for in the contract documents (ORS 279B.220(1)); and keep appropriate documentation for all payments.
- b. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract (ORS 279B.220(2));
- c. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished (ORS 279B.220(3)); and
- d. Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Artist under this Contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Artist is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Artist's federal or state tax obligation (ORS 279B.220(4)).

### Other Provisions

- e. If Artist fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Artist by reason of the Contract.
- f. The payment of a claim in this manner shall not relieve Artist or Artist's surety from obligation with respect to any unpaid claims.
- g. The Artist shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Artist, of all sums which the Artist agrees to pay for such services and all moneys and sums which the Artist collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).
- h. Artist and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Artist shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).
- i. Compliance With Applicable Law. Artist shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Artist expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the

Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The City's performance under the Contract is conditioned upon Artist's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

- j. Artist shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- k. Foreign Contractor. If Artist is not domiciled in or registered to do business in the State of Oregon, Artist shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

### Article 3 Terms of Agreement

#### a. Duration

This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Agency under Section 1.6, or submission of final payment to the Artist by the Agency under Exhibit 2, whichever is later.

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#### b. Force Majeure

The Agency shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome.

### Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the Agency's final acceptance of the Artwork under Section 1.6. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

### Article 5 Artist's Representations and Warranties

#### 5.1 Warranties of Title

The Artist represents and warrants that:

- a. the Artwork is solely the result of the artistic effort of the Artist;
- b. except as otherwise disclosed in writing to the Agency, the Artwork is unique and original and does not infringe on any copyright or the rights of any person;

- c. the artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork

## Article 6 Damage and Indemnification

### 6.1 General

- a. The Artist acknowledges that until final acceptance of the Artwork by the Agency under Section 1.6, any injury to property or persons caused by the acts of the Artist, or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist.

6.2 Indemnity: Artist shall indemnify, defend, save and hold harmless the City of Forest Grove, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Artist and anyone acting on the Artist's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, Artist expressly agrees to defend, indemnify and hold the City of Forest Grove, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Artist may be the subject of protection under any state or federal intellectual property law or

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doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

## Article 7 Ownership and Intellectual Property Rights

### 7.1 Title

Title to the Artwork shall pass to the Agency upon the Agency's written final acceptance and payment for the Artwork pursuant to Section 1. Artist shall provide the Agency with a Transfer of Title in substantially the form attached hereto as Exhibit 4.

### 7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

### 7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976. 17 U.S.C. 101 et seq. as the sole author of the Artwork for the duration of the copyright.

#### 7.4 Reproduction Rights

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- b. The Artist grants to the Agency and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publications provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the Agency shall contain a credit to the Artist and a copyright notice in substantially the following form: © [ARTIST'S NAME, 2023].
- d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the Agency in substantially the following form: "an original Artwork commissioned by and in the public art collection of the Agency."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright to the Artwork in the Artist's name.
- f. If the Agency wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to tee shirts, post cards and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- g. Third Party Infringement. The Agency is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of the Artist.

#### Article 8 Artist's Rights

##### 8.1 General

- a. The Artist retains all rights under state and federal laws including 106A of the Copyright Act of 1976.
- b. The Agency agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artwork occurs, the artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artist at its own expense within 10 days of receipt of the notice. No provision of the Agreement shall obligate the Agency to alter or remove such attributive reference printed or published prior to the Agency's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

## 8.2 Alterations of Site or Removal of Artwork

- a. The Agency shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the Agency, the Artist may disavow the Artwork or have the Artwork returned to the Artist at the artist's expense.
- b. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations or it presents imminent harm or hazard to the public, the Agency may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the Agency may commission the Artist by separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.
- c. This clause is intended to replace and substitute for the rights of the artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict herewith.

## Article 9 Permanent Record

The Agency shall remain on permanent file a record of this agreement and the location and disposition of the Artwork.

## Article 10 Artist as Independent Contractor

Artist shall be free from City's direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Artist is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Artist shall furnish the tools or equipment necessary for the contracted labor or services.

- a. Artist agrees, represents and certifies that:
  - i. Artist is engaged as an independent Artist and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
  - ii. Artist is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Artist under this Contract.
  - iii. Artist has filed federal and state income tax returns in the name of the business as part of the personal income tax return, for the previous year, for labor or services performed as an independent Artist in the previous year.
  - iv. Artist agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Artist's obligations under this Contract. Artist shall be qualified, professionally competent and duly licensed to perform the work and services at all times during the term of this Contract.



- v. Artist is not an employee of Metro, any special district, or local government, including City, the federal government or the State of Oregon.
  - vi. Artist has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work under this Contract in a professional manner and in accordance with standards prevalent in the Artist's industry, trade or profession.
  - vii. Artist has the power and authority to enter into and perform this Contract and when executed and delivered, this Contract shall be a valid and binding obligation of Artist enforceable in accordance with its terms.
  - viii. Artist has read, understands and agrees to be bound by each of the terms and conditions of this Contract.
  - ix. Artist prepared its Proposal, Exhibit B to this Contract, independently from all other proposers, and without collusion, fraud or other dishonesty.
- b. Upon City's request, Artist shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other provided warranties.

#### Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

#### Article 12 Assignment of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the site is transferred: if the Artist refuses to give consent, this Agreement shall terminate.

#### Article 13 Termination

- a. Either Party may terminate this Agreement without recourse by each other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited of, acts of nature; war or warlike operations; superior governmental regulation or control; public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than 30 days prior to the effective date of termination.
- b. The Agency may terminate this Agreement without cause upon 30 days written notice to the Artist. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 4 of the Agreement.

- c. If the Artist defaults for a cause other than death or incapacitation, the Artist shall return to the Agency all funds provided by the Agency in excess of expenses already incurred.
- d. If the Agency defaults, the Agency shall promptly compensate the Artist for all services performed by the Artist prior to termination.
- e. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

#### Article 14 Conflict of Interest

The Artist and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

#### Article 15 Attorney Fees.

If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.

#### Article 16 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

#### Article 17 Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be in conflict with the laws, rules, and/or regulations of the United States or the State of Oregon, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provision of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

#### Article 18 Choice of Law

This contract shall be governed by the laws of the state of Oregon both as to interpretation and performance. Any lawsuit filed with respect to this contract shall be filed in Washington County Circuit Court.

#### Article 19 Funds Available And Authorized, Non-Appropriation Of Funds.

Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract, during the current fiscal year ending June 30, 2023 and is including funding for the proposed fiscal year ending June 30, 2024 to complete the project. Artist recognizes that the funding of services pursuant to this Contract is subject to annual appropriation by the City Council as required by the Oregon Local Budget Law, ORS 294.323 and related provisions, which appropriation may not be made in subsequent

fiscal years. As such, the Agency may terminate this agreement at any time based on the City Council's non-appropriation of funds required to perform its obligations under this Contract.

#### Article 20 Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

#### Article 21 Waiver

The failure of Agency to enforce any provision of this Contract shall not constitute a waiver by Agency of that or any other provision.

#### Article 22 Recyclable Materials

Artist shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

#### Article 23 Notice

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or regular mail, postage prepaid, to Artist or City at the address or email address set forth on the signature page of this Contract.

#### Article 24 Artist Information and Certification

- a. Artist shall provide Artist's Social Security number or Artist's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(3). Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name (tax filing):\_\_\_\_ARTIST’S NAME\_\_\_\_\_

Address: \_\_\_\_\_ARTIST’S ADDRESS\_\_\_\_\_

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No

Business Designation (check one):

☐ Professional Corporation ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Limited Liability Partnership ☒ Sole Proprietorship ☐ Other

Federal Tax ID#: \_\_\_\_\_-\_\_\_\_\_

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

b. The individual signing on behalf of Artist hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Artist’s correct taxpayer identification; (b) Artist is not subject to backup withholding because (i) Artist is exempt from backup withholding, (ii) Artist has not been notified by the IRS that Artist is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Artist that Artist is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Artist, s/he has authority and knowledge regarding Artist’s payment of taxes, and to the best of her/his knowledge, Artist is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Artist is an independent Artist as defined in ORS 670.600; and (e) the supplied Artist data is true and accurate.

#### Article 25 Entire Agreement

This agreement, including the exhibits, comprises all of the covenants, promises agreements and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

The Artist and the City hereby agree to all provisions of this Contract.

Signed this 26th day of May, 2022.

FOR THE ARTIST:

*Fax Number*

*Email Address*

FOR THE AGENCY/CITY:

*Signature*

ARTIST'S NAME

*Name (Printed)*

Jesse VanderZanden, City Manager

*Title*

ARTIST'S ADDRESS

*Address*

Contract and Artwork Project  
Administrator:

Colleen Winters, Library Director

ARTIST'S CITY AND STATE

*City, State, Zip*

Mailing Address

City of Forest Grove

P.O. Box 326

Forest Grove, OR 97116

ARTIST'S PHONE

*Phone Number*

Telephone: 503-992-3246

Email: cwinters@forestgrove-or.gov

N/A

**EXHIBITS FOLLOW ON SUBSEQUENT PAGES:**

Exhibit 1: Description of the Artwork

Exhibit 2: Description and Schedule of Artist's Services, Payment and Budget

Exhibit 3: Permanent Records Form

Exhibit 4: Transfer of Title

## **Exhibit 1**

### **Description of the Artwork**

## Exhibit 2

### Description and Schedule of Artist's Services, Payment and Budget

The Artist should provide a description of the services included in this Agreement (for example design, fabrication, fabrication oversight, supervision of site preparation and installation.) If there are related services that are to be performed by the Agency or others, note them herein.

The Artist should provide a schedule for the completion of each phase of the project, including installation.

The Agency shall pay the Artist a fixed fee of \$12,000 which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement.

[illegible]





### **Exhibit 3**

#### **Permanent Record Forms**

The PAC shall provide, and the Artist shall complete the appropriate permanent record forms for the Artwork.

**Exhibit 4**

**Transfer of Title**

State of Oregon  
County of Washington

Transfer of Title

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the Agency, located in Forest Grove, Oregon, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of \_\_\_\_\_ and as described herein.

Title\_\_\_\_\_

Location\_\_\_\_\_

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
ARTIST \_\_\_\_\_ WITNESS

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

Sworn and subscribed to me this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
(NOTARY SEAL)